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Attorneys for Plaintiff  
 VCA INC.

UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA

VCA INC., a Delaware Corporation,	)	CASE NO.
	)	
Plaintiff,	)	<b>COMPLAINT FOR</b>
	)	<b>1. BREACH OF CONTRACT;</b>
vs.	)	<b>2. UNJUST ENRICHMENT;</b>
	)	<b>AND</b>
NICOLE WYATT, an individual, and DOES	)	<b>3. INTENTIONAL</b>
1-10, inclusive,	)	<b>MISREPRESENTATION</b>
	)	
Defendant.	)	

COMES NOW Plaintiff, VCA INC. (“VCA”), and its Complaint and cause of actions against Defendant NICOLE WYATT (“Defendant”), and alleges as follows:

**THE PARTIES**

1. At all relevant times, VCA was and is a Delaware corporation and is authorized to conduct business in California.
2. Defendant is an individual and on information and belief is domiciled in Illinois.
3. VCA alleges that there may be additional entities or individuals that may be responsible in some manner for the occurrences and injuries alleged in this Complaint. Their names and capacities are currently unknown to VCA at this time. VCA will amend this Complaint to add such additional parties when the

1 same have been ascertained. VCA is informed, believes and thereon alleges that  
 2 each additional entity or individual is liable for the acts and/or omissions as set  
 3 forth below, and that VCA's rights against such additional entity or individual  
 4 arises from such acts and/or omissions.

### 5 **JURISDICTION AND VENUE**

6 4. The Court has subject matter jurisdiction over this matter pursuant to  
 7 28 U.S.C. § 1332 because there is complete diversity of citizenship among the  
 8 parties and the amount in controversy exceeds \$75,000.

9 5. The Court has personal jurisdiction over Defendant because, *inter*  
 10 *alia*, Defendant regularly conducts and transacts business in California,  
 11 purposefully avails herself of the laws of California, and otherwise has minimum  
 12 contacts with the State of California, including the conduct complained of herein.  
 13 As further alleged below, VCA and Defendant entered into a contract ("Veterinary  
 14 Specialist Residency Sponsorship Agreement") in which they agreed that "This  
 15 Agreement has been made and entered into in the state of California and shall be  
 16 construed in accordance with the laws of the State of California..."

17 6. Venue is proper in this Court under 28 U.S.C. § 1391(b) in that a  
 18 substantial part of the events or omissions giving rise to the claim occurred within  
 19 this district.

### 20 **CAUSE OF ACTION 1– BREACH OF CONTRACT**

#### 21 **(Against Wyatt and Does 1-10)**

22 7. VCA incorporates herein by reference the allegations of paragraphs 1  
 23 through 6 of this Complaint.

24 8. On or about June 25, 2015, VCA entered into a contract with  
 25 Defendant, entitled "Veterinary Specialist Residency Sponsorship Agreement". A  
 26 true and correct copy is attached as **Exhibit "1"** and incorporated by reference  
 27 herein. Defendant voluntarily enrolled in a three-year, employer-sponsored  
 28 residency training program, commencing July 2015. In exchange for the

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1 sponsorship benefits, which included, among others, payments by VCA of a  
2 monthly stipend, tuition costs, administrative costs, fringe benefits and  
3 miscellaneous University costs for the benefit of Defendant, Defendant agreed  
4 upon completion of the residency program to commence employment with VCA  
5 on an at-will basis to provide professional veterinary services for a duration of five  
6 years. Defendant agreed in writing that if she quit her at-will employment with  
7 VCA within 60 months of completing the program, she would reimburse her  
8 employer, VCA, a prorated portion of program costs within 30 days. Additionally,  
9 Defendant agreed that she would be charged interest at a rate of 5% per annum  
10 from the date which VCA first provided such funds.

11 9. Defendant began her at-will employment with VCA in August 2018.

12 10. On July 22, 2021, approximately 36 months after completing the  
13 residency program, Defendant quit.

14 11. On January 10, 2022, VCA issued a formal demand for  
15 reimbursement.

16 12. Defendant has failed and refused to reimburse VCA, which constitutes  
17 a material breach of the contract.

18 13. As a direct and proximate result of Defendant's breach, VCA has  
19 suffered damages in the amount of \$91,401.59, as of December 2022.

20 14. At all times relevant herein, Defendant performed all conditions,  
21 covenants, and promises required on its part to be performed in accordance with  
22 the terms and conditions of the Agreement.

## 23 **CAUSE OF ACTION 2– UNJUST ENRICHMENT**

### 24 **(Against Wyatt and Does 1-10)**

25 15. VCA incorporates herein by reference the allegations of paragraphs 1  
26 through 14 of this Complaint.

27 16. Defendant benefitted from the residency training program without  
28 incurring the costs to attend.

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1 17. VCA has been harmed by Defendant's failure to pay the amount owed  
2 pursuant to the contract.

3 18. Equity and good conscience requires restitution of the cost of the  
4 residency program.

5 **CAUSE OF ACTION 3– INTENTIONAL MISREPRESENTATION**

6 **(Against Wyatt and Does 1-10)**

7 19. VCA incorporates herein by reference the allegations of paragraphs 1  
8 through 18 of this Complaint.

9 20. Defendant willfully, falsely, and knowingly misrepresented that she  
10 intended to reimburse VCA, pro rata, after she completed the residency training  
11 program or complete the 60 months employment term of the contract. Indeed,  
12 Defendant falsely claims the reimbursement provision of the employer-sponsored  
13 training program was unenforceable all along.

14 21. VCA did not discover the facts constituting the misrepresentations,  
15 including their falsity, until around March 10, 2022, when it received a letter from  
16 Defendant's attorney stating, "There are serious doubts as to the enforceability of  
17 the Residency Sponsorship Agreement that VCA insisted that Dr. Wyatt sign." A  
18 true and correct copy of the letter is attached as **Exhibit "2"** and incorporated  
19 herein.

20 22. Had VCA known that Defendant had no intent to reimburse VCA or  
21 complete the 60 months employment term, it would not have paid for Defendant's  
22 residency training program. Defendant's misrepresentations were made with the  
23 intent that VCA would rely on them. Defendant's misrepresentations were made  
24 with knowledge of the falsity of such statements, or in reckless disregard of the  
25 truth thereof.

26 23. In actual and reasonable reliance upon the misrepresentations, VCA  
27 paid for Defendant's residency training. Such reliance was a substantial factor in  
28 causing VCA's harm.

24. As a direct, proximate result, VCA has been damaged in amounts to be proven at trial.

25. Defendant's actions were done intentionally and with the requisite malice, fraud or oppression sufficient to warrant the imposition of punitive damages.

**PRAYER FOR RELIEF**

WHEREFORE, VCA prays judgment against Defendant as follows:

1. For compensatory damages in the sum of \$91,401.59, as of December 2022;
2. For additional compensatory damages incurred after December 2022 to be determined at the time of trial;
3. For punitive damages;
4. For restitution of the cost of the residency program for Defendant;
5. For pre and post judgment interest at the prevailing legal rate;
6. For costs of suit herein incurred; and
7. For such other and further relief as the court may deem proper.

Respectfully submitted,

Dated: March 30, 2023

GORDON REES SCULLY  
MANSUKHANI, LLP

By: /s/Kaitlyn Chang  
Erika L. Shao  
Kaitlyn Chang  
Attorneys for Plaintiff  
VCA INC.